

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW51-03-R-0029-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Sep-2003	PAGE OF PAGES 1 OF 69
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. DACW51-03-C-0026	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-3141-6399-0001		6. PROJECT NO.	
7. ISSUED BY CODE DACW51 USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090 TEL: FAX: (212)264-3013		8. ADDRESS OFFER TO (If Other Than Item 7) CODE <div style="text-align: center; font-weight: bold; padding: 20px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME JACQUELINE DALY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 212-264-9069		
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Maintenance Dredging Hudson River, New York Albany Turning Basin to Malden Reach This Procurement is HUBZONE SMALL BUSINESS. NAICS CODE 273990, Size Standard is \$17.0 Mil. Contract Specialist: Jacqueline Daly, 212-264-9069 Technical Manager: Robert Berrian, 518-273-0870 All work shall be in accordance with the drawings and specifications or instructions attached within. NOTE NEW REQUIREMENT: BONDS, POWERS OF ATTORNEY, STATEMENTS OF AUTHENTICITY AND CONTINUING VALIDITY, AND ALL RELATED DOCUMENTS MUST NOT BEAR COMPUTER PRINTER GENERATED SIGNATURES AND/OR SEALS. DOCUMENTS BEARING SIGNATURES AND/OR SEALS GENERATED AS PART OF A DOCUMENT, AS OPPOSED TO BEING AFFIXED TO THE DOCUMENT AFTER ITS GENERATION, WILL NOT BE ACCEPTED. SUBMISSION OF SUCH DOCUMENTS MAY RENDER THE BID OR OFFER NON-RESPONSIVE AND INELIGIBLE FOR AWARD. PLEASE REVIEW ALL BONDS AND ACCOMPANYING DOCUMENTS REQUIRED TO BE SUBMITTED.				
11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>100</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> (hour) local time <u>16 Sep 2003</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
B&B DREDGING COMPANY
STAN EKREN
224 EAST ONTARIO
OSWEGO IL 60543

15. TELEPHONE NO. *(Include area code)*
(312) 706-0652

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
0H6H4

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$2,454,917.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

E3R0100

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

ALBANY FIELD OFFICE
USACOE-NYD 1 BOND STREET CENAN-OP-A
TROY NY 12180

27. PAYMENT WILL BE MADE BY:

CODE

USACE, FINANCE CENTER MILLINGTON
5722 INTEGRITY DRIVE AT
MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this*

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

ELLA D SNELL / CHIEF, CONTRACTING DIVISION

30B. SIGNATURE

30C. DATE

TEL: 212-264-0238

EMAIL: ella.d.snell@usace.army.mil

31B. UNITED STATES OF AMERICA

BY

Ella D. Snell

31C. AWARD DATE

22-Sep-2003

Section 00010 - Solicitation Contract Form

CONTINUED BLOCK #21

BLOCK #21 - ITEM ACCEPTED:

CONTINUATION PAGE

Maintenance Dredging Hudson River, New York Albany Turning Basin to Malden Reach

Solicitation Nr. DACW51-03-R-0029
Contract Number DACW51-03-C-0026
Contractor: B&B Dredging Company

BLOCK #21, ITEM ACCEPTED:

Contractor's initial proposal dated 16 September 2004.

Accepted ALL CLINS for Contract Award Purposes.

Amendment #0001 dated 02 September 2003 respectively.

Wage Rate General Decision Nr. NY030002 dated June 13, 2003.

BLOCK 22, AMOUNT: Two million four hundred fifty four thousand and nine hundred seventeen (\$2,454,917.00)

ACCOUNTING CLASSIFICATION: Purchase Request W16ROE-3141-6399

AA: 96X31230000 082421 2520001T1N007810 NA 96303
COST 000000000000
CODE:
AMOUNT: \$410,620.20

AB: 96 NA X 3123.0000 E3 X 08 2421 007810 96303 2520 001T1N
AMOUNT: \$439,379.80

Note: In accordance with the Government requirement FAR 52.228-15 "Performance and Payment Bonds-Construction, the contractor has the ability to submit the Payment and Performance bonds due after this award within 10 calendar days to this office, COE, NY District.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$684,367.00	\$684,367.00
	Mobilization and Demobilization				
	FFP				
	PURCHASE REQUEST NUMBER: W16ROE-3141-6399-0001				

NET AMT	\$684,367.00
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ACRN AA Funded Amount	\$410,620.20
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		102,000	Cubic Yard	\$9.73	\$992,460.00
	Dredging and Placement				
	FFP				
	The removal of material except ledge rock lying above the plane of minus 32' below mean low water with 1' allowable overdepth from the Federal Navigation Channel, Castleton to Hudson Reach, NY, as shown on the contract drawings, and placement of the dredged material in the Government furnished site designated as U-3A as shown on the contract drawings.				
	PURCHASE REQUEST NUMBER: W16ROE-3141-6399-0001				

NET AMT	\$992,460.00
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ACRN AB Funded Amount	\$110,279.80
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		23,000	Cubic Yard	\$11.89	\$273,470.00

Dredging and Placement
FFP

The removal of material except ledge rock lying above the plane of minus 32' below mean low water with 1' allowable overdepth from the Federal Navigation Channel, Malden Reach, NY, as shown on the contract drawings, and placement of the dredged material in the Government furnished site designated as U-3A as shown on the contract drawings.

NET AMT	\$273,470.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		46,000	Cubic Yard	\$10.97	\$504,620.00

Dredging and Placement
FFP

The removal of material except ledge rock lying above the plane of minus 32' below mean low water with 2' allowable overdepth from the Federal Navigation Channel Turning Basin at Albany and Rensselaer, NY, as shown on the contract drawings, and placement of the dredged material in the Government furnished site designated as U-3A as shown on the contract drawing.

PURCHASE REQUEST NUMBER: W16ROE-3141-6399-0001

NET AMT	\$504,620.00
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ACRN AB Funded Amount	\$329,100.00
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FOB: Destination

TOTAL AWARD AMOUNT FOR LINE ITEMS 0001, 0002, 0003 & 0004 -----\$2,454,917.00

TOTAL FUND OBLIGATE AMOUNT FOR LINE ITEMS 0001, 0002, & 0004 -----\$ 850,000.00

This is "Continuing Contract" \$850,000.00 have been reserved for this contract and it is available to the contractor during the current fiscal year.

Section 00700 - Contract Clauses

SECTION 00700

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-1	Bid Guarantee	SEP 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-18	Availability Of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987

52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-3	Identification of Government-Furnished Property	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Contracting Officer** and shall not be binding until so approved.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Contract** contract resulting from this solicitation.

(End of clause)

52.219-3 - Notice of Total HUBZone Set-Aside.

As prescribed in [19.1308](#)(a), insert the following clause:

Notice of Total HUBZone Set-Aside (Jan 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in a performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
3.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Rensselaer County Co-No

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-16 PROGRESS PAYMENTS (FEB 2002)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph

(a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in

accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far>

<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: **NO ADDITIONAL ITEMS**

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under

common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

Section 00800 - Special Contract Requirements

SECTION 00800

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

**SECTION 00800
SPECIAL CONTRACT REQUIREMENTS**

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SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APRIL 1984)

The Contractor will be required to (a) commence dredging work under this contract within **five (5)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, (c) complete the entire work ready for use not later than **one hundred (100)** calendar days after receipt of notice to proceed. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the clause entitled "Variations in Estimated Quantities", additional time will be allowed at the rate of **1** calendar day for each **5,000** cubic yards in excess of the established limit. The time stated for completion shall include final clean-up of the premises. (EFARS 52.2/9110 (a)).

The work is estimated to cost between **\$1,000,000** and **\$5,000,000**. The estimated volume to be dredged is 171,000 cubic yards from the Hudson River, and 40,000 cubic yards (OPTION) from Saugerties Harbor.

NO IN-WATER DREDGING WORK IS ALLOWED UNTIL AFTER JULY 15, DREDGING AREAS 1 THRU 3; AUGUST 15, DREDGING AREAS 4, 5 AND SAUGERTIES HARBOR (OPTION).

The Contractor is required to comply with the dredging/disposal restrictions imposed by NYSDEC Water Quality Certification - See Section 00900(J), Attachment B.

Due to the above environmental restrictions, award of the contract may be made in the third quarter of fiscal year 01, however, the Notice to Proceed may not be issued until the fourth quarter of said year.

2. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **forty (40)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performance of the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

3. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer and/or his Representative within **five (5)** days after award of the items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in paragraph 2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR".

4. LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay to the Government as liquidated damages, the sum of **\$1000.00** for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (AUG 2000)

a. The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

b. The Contractor shall-

- 1) Check all drawings furnished immediately upon receipt;
- 2) Compare all drawings and verify the figures before laying out the work;
- 3) Promptly notify the Contracting Officer of any discrepancies;
- 4) Be responsible for any errors that might have been avoided by complying with this paragraph b; and

5) Reproduce and print contract drawings and specifications as needed.

c. In general-

1) Large-scale drawings shall govern small-scale drawings; and

2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

d. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

CONTRACT DRAWING

DESCRIPTION

File Number 0603 -	Maintenance Dredging, Hudson River, NY (Sheets 1 Albany Turning Basin to Malden Reach
-----------------------	--

6. PHYSICAL CONDITIONS (EFARS 52.236-4) (APR 1984)

The information and data furnished or referred to below are not intended as representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn thereof from by the Contractor.

a. Weather Conditions. The site of the work is not exposed to severe wind and wave action and the Contractor's operations are not likely to be affected by ordinary storms.

(1) Fog. An examination of the records of the U.S. Weather Bureau's observations at Albany Airport, New York, discloses an average of 22 days per year on which heavy fog (visibility of 1/4 mile or less) occurs at that location.

(2) Winds. Wind conditions in the Albany, New York area, based on the records of the National Weather Service at Albany Airport, NY are given in the following table entitled "Normals, Means, and Extremes, Albany, NY".

Weather

conditions exceeding in severity the fog conditions described above or average wind speeds over 35 knots per hour will be considered unusually severe weather if delays are caused thereby to operations under the contract.

(3) Ice, Flood and Freshet Conditions. During the period of 1 December thru 15 April, the Hudson River may be closed by ice. Icing that occurs during this period will not be considered unusually severe weather.

Based on records of the Corps of Engineers at Troy, NY, flooding or freshet conditions exceeding in severity the following criteria for the month involved, will be considered unusually severe if delays are caused thereby to operations in the Hudson River under this contract:

Maximum Elevation Above Lowest Low Water (ft)

<u>Period</u>	<u>On Any Day</u>	<u>On More Than One Day</u>
16-30 April	9.10	8.57
May	8.68	8.17
June	7.97	7.62
July	7.40	7.03
August	7.63	7.18
September	7.69	7.16
October	9.29	7.50
November	9.07	8.07

b. TIDES. The tide and current data for this project is tabulated below:

	<u>Location</u>			
	Albany	Stuyvesant	Hudson	Rhinecliff
Mean Tide Range (ft)	5.0	4.2	4.1	3.7
Mean Range of Spring Tide (ft)	5.7	5.1	4.7	5.7
Extreme Tide (MLW)				
High (ft)	22.4	9.0	9.1	9.2
Low (ft)	-3.5	-3.0	-2.3	-2.3
Maximum Current				
Normal Stages (kn)	0.8	1.8	2.0	1.6

It should be noted that dredging operations may be affected to some extent by current conditions. Irregular tidal fluctuations may occur due to wind and atmospheric pressure.

c. TRANSPORTATION FACILITIES. A controlling depth of at least 32 feet is available to the project site. First class railroads and highways serve the localities.

d. UTILITY CROSSINGS. A search of regulatory files within the New York District Corps of Engineers disclosed the existence of one submarine pipeline, cable and/or structure crossing within the vicinity of the Federal project to be dredged. This pipeline area is generally located to the south of Staats Point between Bear and Campbells Island. This area is also marked on navigation chart no. 12348. There are also two submerged armored cables (power and telephone) running along the creekside face of the north dike, which provide service to the lighthouse. The location and/or relocation of these cables will be completed prior to the commencement of in-water work.

Should the Contractor locate an unidentified utility within the sections to be dredged he shall immediately cease all dredging operations in the immediate vicinity and notify the Contracting Officer in writing of the utilities presence and location. The Contracting Office will be responsible for the disposition of dredging operations in that area. The Contractor shall not anchor or resume dredging operations in the restricted area of any such utility until ordered to do so by the Contracting Officer.

For bridge and overhead cable locations see page 00800-7a.

e. CHANNEL TRAFFIC. Vessel traffic in the Hudson River channel, in the project areas, consists of bulk and general cargo freighters, tank vessels, tows of scows and barges, and miscellaneous small craft. Vessel traffic may cause some delay to dredging required in these specifications.

f. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 7 of the Rivers and Harbors Act in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.

g. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 15 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.

h. LOCATION. The sites of the work to be performed under these specifications are located in a series of discontinuous reaches of the Hudson River Federal Navigation Channel between the Albany Turning Basin and Malden, New York, and Saugerties Harbor (Option), New York.

i. LAYING OF SUBMERGED PIPELINES & OBSTRUCTIONS OF CHANNEL. Should it become necessary in the performance of this contract to use a submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer in writing to be received in the District office at least ten working days prior to the desired closure of the channel date. This notification shall furnish the following:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;

- (2) The desired length of time the channel is to be closed for installation of the pipeline;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE U. S. COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE U. S. COAST GUARD REQUIREMENTS.

j. BRIDGE-TO-BRIDGE RADIO TELEPHONE EQUIPMENT. In order that radio telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment shall operate on VHF Channel 13 (156.65 MHz with low power output having a communication range of approximately ten (10) miles). The Federal Communication Commission has approved this frequency.

7. TIME EXTENSIONS (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes delay in completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

8. LAYOUT OF WORK (APRIL 1984)

The Government will provide the basic horizontal control data (coordinated triangulation stations) in the area. The Contractor shall compute and establish in the field all range points required for the proper discharge of his functions. The Contractor shall be responsible for the accuracy of the range points and its computations. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, tide staffs and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and grades as required or indicated by the Contracting Officer or his representative. It shall be the responsibility of the Contractor to maintain and preserve all established stakes, markers...etc.

Contractor shall contact the Albany Field Office Inland Waterways Section of the New York District at 518-273-0870 for horizontal control data.

9. DATUM AND BENCH MARKS:

The plane of reference of mean low water as used in this specification is that determined by the Bench Marks and tide gages shown on the contract drawings sheet 2. The Contractor should contact the Albany Field Office Inland Waterways Section of the New York District at 518-273-0870 for assistance in establishing the location of the bench marks and tide gages.

10. ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from within the specified limits to complete the work described in this specification, as computed from the information shown on the contract drawings, are as follows:

<u>DREDGING AREAS</u>	<u>GRADE (CHANNEL PLUS SIDE SLOPE)</u>	<u>OVERDEPTH (CHANNEL PLUS SIDE SLOPE)</u>
1 thru 5	88,300 CY	82,700 CY
Saugerties Harbor (Option)	21,600 CY	19,400 CY

The total estimated quantity of material is 171,000 CY for Dredging Areas 1 thru 5, and 41,000 CY for Saugerties Harbor (Option). These estimated quantities are based on the surveys performed between June and September 2002.

The Government will survey the project prior to starting work.

The estimated cost of the work is between **\$1,000,000** and **\$5,000,000**. Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the average end area method as indicated in Section 01200, paragraph 8.20 entitled "Measurement and Payment".

11. VARIATION IN ESTIMATED QUANTITIES - DREDGING (1985. JAN)

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be made upon the demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. An adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (EFARS 52.2/9110(1))

12. HEAD PROTECTION (HARD HATS)

The entire work site under this contract is designated as a hard hat area. The Contractor shall post the area in accordance with the requirements of paragraphs 07.C.03 Head Protection, EM 385-1-1, and shall

ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3, 04 Nov. 77)

13. SIGNAL LIGHTS. (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CFR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33CFR 95.5.51 - 95.70)), as applicable, (DAEN-PRP Ind dtd. 12 Sep. 83).

14. MISPLACED MATERIAL (JAN 1965)

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

15. CONTINUITY OF WORK. (APR. 1965)

No payment will be made for work done in any area designated by the Contracting Officer and/or his Representative until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer or Contracting Officer Representative. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed (EFARS 52.2/9110(c)).

16. FINAL EXAMINATION AND ACCEPTANCE. (APR. 1965) (EFARS 52.2/9110 (e))

a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer and/or his Representative will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and /or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is enroute to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$1850 except on Saturday, Sunday and Holidays when the rate shall be \$2125.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

c. The entire area within the contract limits will be surveyed for final examination and acceptance.

17. SHOALING. (APR. 1965) EFARS 52.2/9110(F)

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer and/or his Representative.

18. INSPECTION. (APR. 1965) EFARS 52.2/9110(d)

The inspectors will assess whether the gauges, ranges, location marks and limit marks are maintained in proper order; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may

be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause entitled "Final Examination and Acceptance".

b. To furnish, on the request of the Contracting Officer or Contracting Officer Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the dredge material placement site. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due from the Contractor.

**19. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS. (APR 1965) EFARS
52.2/9110(G)**

The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer and/or his Representative, and the cost thereof will be deducted from payments to the Contractor.

20. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)

a. Allowable cost for construction of marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based upon actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Region I.

Working condition shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

b. Equipment rental costs are allowable, subject to the provisions of FAR

31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement, the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 52.2/9108(F))

21. FUEL USAGE.

The Contractor shall furnish the Contracting Officer and/or his Representative a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant and supporting vessels. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

22. OIL TRANSFER OPERATIONS.

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (see Section 00900, Attachment I for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter 0, Pollution. The Contractor shall incorporate in the accident prevention program, submitted in compliance with contract clause: "ACCIDENT PREVENTION", sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

23. WAGE RATES.

The attached schedule of wage rates contains rates applicable to all work under the contract (see Section 00900, Attachment A)

24. LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

25. NOTICE TO MARINERS

The Contractor shall prior to commencement of work notify the First Coast

Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in the "Notice to Mariners". This notification must be in sufficient time so that appears in the Notice at least **15 days** prior to the commencement of the dredging operation.

26. ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer and/or his Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer and/or his Representative in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (EFARS 52.2/9109 (J))

27. NOISE LEVEL CRITERIA

Maximum sound pressure levels measured at the booster pumps, engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. The foregoing applies with the pumps under normal operating conditions at not less than 50% full rated load. Tests will be performed at no additional cost to the Government by the Contractor, or the pump engine and generator manufacturer or by an approved testing agency having proven capability in noise measurements and using approved measurement equipment and acceptable measurement procedures. Test data will be submitted to the Contracting Officer for approval 7 days after the commencement of dredging operations. Should the sound pressure (noise) level test data indicate a need for sound reduction, the Contractor will provide necessary enclosures, baffles or any other appropriate means around booster pumps and engine generators including muffler and exhaust components, so as to attain noise levels which do not exceed those prescribed by aforementioned regulations. Details of the proposed enclosure or baffling arrangement shall be submitted to the Contracting Officer for approval. Such details will be accomplished by calculations that indicate anticipated compliance of sound pressure (noise) levels with codes and regulations noted hereinbefore. All this is especially enforceable where these booster and engine generator locations are in bathing areas.

28. CERF IMPLEMENTATION (83 Jun 1 OCE)

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer and/or his Representative is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement which ever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

- a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.
- b. The Chief of Engineering may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.
- c. The CERF shall be activated by the Chief of Engineering or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).
- e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (EFARS 52.2/9112)

29. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)

- a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.
- b. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety

Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be maintained a part of the official record. Performance Evaluation Reports will be available to all DOD contracting offices for their future use in determining Contractor responsibility, in compliance with FAR 36.201 (c). (DEAN-PRP Ltr dtd 30 Apr 84)

30. ALTERATIONS IN CONTRACT (APR 1984)

Portions of the contract are altered as follows:

- a. Add the following sentence to paragraph "b" of Contract Clause 49:
Insurance - Work on a Government Installation: "Insurance coverage shall be as specified in 28.307 of the Federal Acquisition Regulation".
- b. The following clause is incorporated as part of the contract: "By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible to be debarred in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

31. PRICING OF ADJUSTMENTS (APR 1984)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DOD FAR Supplement in effect on the date of this contract. (DOD FAR SUPP 52.243.7001) costs shall be in accordance with Part 31 of the Federal Acquisition Regulation.

32. PRECONSTRUCTION CONFERENCE

- a. A preconstruction conference will be arranged by the Contracting Officer and/or his Representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed (see Section 00900, Attachment G).
- b. The contractor shall bring to this conference the following items in either completed or draft form:
 - The Contractor's order of work for dredging and performing other work.
 - Accident Prevention Plan. (**advance copies required**, see Section 01351) including the Hazard Analysis as per Section 01351.
 - Quality Control Plan. (see Section 01451)
 - Letter appointing Superintendent.
 - List of subcontractors.
 - Dredge Material Placement and Mitigation Plan (**advance copies required**).

- Environmental Protection Plan

33. THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires US Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer and/or his Representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of none responsibility.

34. QUANTITY SURVEYS

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Government shall conduct the original (Before Dredging) and final (After Dredging) quantity surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16)

d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):

(1) The Government will perform quantity surveys by using qualified in-house crews, if available.

(2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.

(3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes.

e. If it is determined at a level above that of the Contracting Officer (e.g. Division Commander) that it is impractical for Government personnel to perform the original and final surveys and the Government wishes the Contractor's surveys to be used, the following will be required from the Contractor:

(1) Written acceptance of all monumentation and transponder locations.

(2) Witness by Corps representative of all calibration procedures such as vertical and horizontal control

(3) Corps observation of raw data collection.

(4) Submittal of both unedited as well as edited versions of survey maps.

(5) Subsequent acceptance of edited survey map after determination by Corps survey personnel that editing was conducted in accordance with U. S. Army Corps of Engineers specifications and guidelines. (FAR 52.236-16-ALTERNATE I, APR 1984)

e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. **Failure to be present during the survey data collection disqualifies the Contractor from any such related claims.**

35. SAFETY SIGN

The Contractor shall construct a safety sign at a location directed by the Contracting Officer and/or his Representative. The sign shall be 6 feet by 4 feet and shall conform to the requirements as specified in Section 00900 - Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) to be used on the sign will be Government furnished. **The Contractor will be given this logo at the time of the pre-construction conference.** The decal shall receive a thin coat of clear spar varnish after application. The sign shall be erected as soon as possible and within 15 calendar days after the date of Notice to Proceed. The data required by the sign shall be corrected daily. No separate payment will be made for erecting and maintaining the safety sign and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

36. PROJECT SIGN: (land-based site permitting)

The Contractor shall furnish and erect a project sign at a location directed by the Contracting Officer or Contracting Officer Representative. The project sign shall conform to all requirements as specified in Section 00900 - Project Identification and Safety Signs. The Corps of Engineers' castle logo (8.5" x 11") to be used on the sign will be Government furnished. **The Contractor will be given this logo at the time of the pre-construction conference.** The decal shall receive a thin coat of clear spar varnish after application. The Contractor shall maintain the sign in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the project sign, and all costs in connection therewith will be

considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

37. ACCIDENT PREVENTION PLAN

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 September 96, entitled "Safety & Health Requirements Manual".

38. EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS

Notwithstanding the clause of this contract entitled "Subcontracts", the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of one million dollar or more without obtaining in writing from the Contracting Officer and/or his Representative a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

39. BID GUARANTEE

a. The offeror (bidder) shall furnish a separate bid bond, or United States bonds, Treasury notes or other public debt obligation of the United States, in the proper amount, by the time set for opening of the bids. Failure to do so may be cause for rejection of the bid. The Contracting Officer and/or his Representative will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

b. If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer and/or his Representative may terminate the contract for default.

c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of Standard Form 1442 for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

d. In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid. The bid bond, or bonds or notes of the United States, is available to offset the difference.

40. SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a

practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer and/or his Representative. The terms of Contract Clauses, SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause, "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

When the Contractor submits his progress schedule, he will include in the submission a progress curve that reflects the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis. The progress curve will be furnished at the same time the progress schedule is submitted for approval and updated monthly by the Contractor.

41. SPECIAL PROHIBITION ON EMPLOYMENT

a. Definitions: "Arising out of a contract with the Department of Defense", as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense.

"Convictions of fraud or any other felony", as used in this clause, means any conviction for fraud or a felony in violation of State or Federal criminal statutes, whether entered on a verdict or plea, including

a plea of nolo contendere, for which sentence has been imposed.

b. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the Board of Directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their Board of Directors.

c. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on it's Board of Directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than one (1) year from the date of conviction.

d. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on it's Board of Directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99- 500, other available remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.

e. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

42. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses titled, "Superintendence by the Contractor".

1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may

waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

43. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause titled "Payments Under Fixed-Price Construction Contracts" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in paragraph (c). For purposes of payment a "proper invoice" is defined as the following:

1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

2) A properly completed ENG Form 93 and 93a (where required).

3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the

requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition to the designated Project Engineer the Contractor shall at the same time submit one copy of the detailed breakdown and the ENG Forms 93 and 93a to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and ENG Forms 93 and 93a and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retaining Payment - If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment - A final payment request shall not be considered valid

until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

44. SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 12078:

- a. Claims referencing or mentioning the Contract Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting officer and which have not been resolved after 90 days.

45. CONTINUING CONTRACTS (1985 JAN HQ USACE)

a. This is a continuing contract, as authorized by Section 10 of the Rivers and Harbors Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contract provisions of the "Payments to Contractor" clause or any other clause of this contract.

b. (1) The sum of \$1,300,000.00 has been reserved for this contract and will be obligated as needed to the Contractor for payments during the 2003 fiscal year. It is expected that Congress will make appropriations for the 2004 fiscal year from which additional funds will be reserved for this contract.

(2) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under terms of this contract except as specifically provided in paragraphs (d) and (e) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due to a failure to reserve sufficient additional funds therefore.

c. (1) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such a purpose. The Contracting Officer will promptly notify the Contractor of any change order to the contract.

(2) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during the fiscal year. This notice shall be given not less than 45 days or more than 60 days prior to the estimated date of exhaustion.

d. (1) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 83 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(3) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

e. If, upon the expiration of sixty (60) days after beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having terminated. Such a termination shall be considered a termination for the convenience of the Government.

f. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due to the Contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

46. REVERSE SIGNAL ALARM

a. All construction equipment, except light service trucks, panels, pickup trucks, station wagons, crawler -type cranes, power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.

b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. Standard octave passband of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100 db (decibels) at a horizontal distance of five (5) feet from the alarm.

c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his/her Representative.

d. The use of the alarm shall be in addition to prescribed requirements for signalmen.

47. FLOATING PIPELINES

Floating pipelines, used as accessways, shall be equipped with walkways and guardrails. In accordance with EM 385-1-1, the walkway shall be securely anchored to the pipeline and a guardrail equivalent in strength to a wood rail 2 in. x 4 in. shall be provided on at least one side of the walkway and shall be secured to uprights at intervals of not more than 8 feet and of not less than 36 inches, nor more than 42 inches in height above the walkway. Floating pipelines not equipped with walkways shall be barricaded to positively prevent personnel access.

48. SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES

When it is necessary to transport or operate machinery or equipment under or

adjacent to overhead power lines, the requirements of paragraph 11E - OPERATING ADJACENT TO OVERHEAD LINES, in the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, entitled "Safety and Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

49. CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the Corps Engineers Manual, EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with gear boom hoists or otherwise provided with mechanisms that will prevent the booms from falling free.

Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanism for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All crane operators must meet the EM 385-1-1 qualification requirements.

50. OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS (SAFETY AND HEALTH REQUIREMENT, EM 385-1-1, SECTION 16.C)

Qualified operators may only operate all floating cranes and floating derricks. Operators shall be designated as qualified by a source that qualifies crane and derrick operators (e.g. an independent testing and qualifying company, a union, a governmental agency, a qualified consultant (can be an in-house resource)). Qualification shall be written (or oral) and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification of crane and derrick operators shall be provided to the Contracting Officer's representative prior to start of work.

51. YEAR 2000 COMPLIANCE

All microprocessors-based equipment and software which will be required to process date/time calculations shall be year 2000 compliant. Typical systems include, but are not limited to, fire alarm systems, intrusion detection systems, HVAC control systems, utility or energy monitoring and control systems, traffic control systems, elevator controls and specialty systems such as for research laboratories, etc. These systems shall be year 2000 compliant and shall be able to accurately process date/time data (including but not limited to, calculating comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations. In addition, these systems when used in combination with other information technology (either installed as part of this contract or by others) shall

accurately process date/time data, provided the other information technology properly exchanges date/time data with it.

52. FIELD OFFICE (NOT USED IN THIS SPECIFICATION)

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082421 2520001T1N007810 NA 96303
COST 000000000000
CODE:
AMOUNT: \$410,620.20

AB: 96 NA X 3123.0000 E3 X 08 2421 007810 96303 2520 001T1N
AMOUNT: \$439,379.80

WAGE RATE

GENERAL DECISION **NY030002** 06/13/2003 NY2

Date: June 13, 2003

General Decision Number **NY030002** sg 6/13/03

Superseded General Decision No. NY020002

State: New York

Construction Type:

BUILDING

HEAVY

HIGHWAY

County(ies):

ALBANY	MONTGOMERY	SCHOHARIE
COLUMBIA	RENSSELAER	WASHINGTON
FULTON	SARATOGA	
GREENE	SCHENECTADY	

BUILDING CONSTRUCTION PROJECTS (For all counties except FULTON)

(does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

ALBANY	MONTGOMERY	SCHOHARIE
COLUMBIA	RENSSELAER	WASHINGTON
FULTON	SARATOGA	
GREENE	SCHENECTADY	

ASBE0040B 05/01/2003

Rates Fringes

ASBESTOS/INSULATOR WORKERS

SCOPE OF WORK: includes
application of all insulating
materials, protective,
coverings, coating and
finishing to all types of
mechanical systems.

21.47 11.64

HAZARDOUS WASTE HANDLERS

Duties limited to
preparation wetting; stripping;
removal; scrapping; vacuuming;
bagging; and disposing of all
insulation materials, whether
they contain asbestos or not
from mechanical systems

16.57 8.25

BOIL0197B 01/01/2001

Rates Fringes

BOILERMAKER

23.28 13.09

BRNY0002T 07/01/2002

Rates Fringes

BUILDING CONSTRUCTION

BRICKLAYERS, STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CAULKERS & CLEANERS	23.30	9.89
MARBLE, TILE & TERRAZZO WORKERS	21.75	9.34
MARBLE, TILE & TERRAZZO FINISHERS	19.25	7.64

HEAVY & HIGHWAY CONSTRUCTION

CEMENT MASONS	20.31	8.84
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CARP0019B 06/01/2001

Rates Fringes

COLUMBIA AND GREENE COUNTIES

BUILDING CONSTRUCTION

Carpenters, Millwrights

Pile Drivers	24.80	11.335
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HEAVY AND HIGHWAY CONSTRUCTION

Carpenters, Millwrights,

Pile Drivers	24.80	11.335
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CARP0229E 07/01/2002

Rates Fringes

SARATOGA COUNTY

BUILDING CONSTRUCTION:

Carpenters	21.93	7.05
Millwrights and Piledrivermen	22.43	7.05

WASHINGTON COUNTY

BUILDING CONSTRUCTION:

Carpenters	21.56	7.05
Piledriver	21.71	7.05
Millwright	20.96	7.00

SARATOGA AND WASHINGTON COUNTIES

HEAVY & HIGHWAY CONSTRUCTION:

Carpenters	23.06	7.305
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PAID HOLIDAYS: Labor Day, provided the employee has been on the payroll the calender week or any of the holiday week

preceeding the holiday and works the day after the holiday.

CARP0370C 07/01/2002

	Rates	Fringes
ALBANY, MONTGOMERY, RENSSELAER, SCHENECTADY AND SCHOHARIE COUNTIES		

BUILDING CONSTRUCTION:

Carpenters & Soft Floor Layers	21.30	7.97
Piledriver	21.80	7.97

HEAVY & HIGHWAY CONSTRUCTION

(Counties listed above including
FULTON COUNTY)

	22.24	8.125
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CARP1456I 01/01/2003

	Rates	Fringes
ALBANY; RENSSELAER (Troy; City of Troy); SCHENECTADY;		

DIVERS	43.80	24.70
DIVERS TENDERS	32.40	24.70
DOCKBUILDERS	35.67	24.70

ELEC0236A 06/01/2002

	Rates	Fringes
ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON		

ELECTRICIANS	25.00	11.95
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ELEC0363D 04/01/2003

	Rates	Fringes
GREENE COUNTY (Portion of)		

ELECTRICIAN	32.00	18.92
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ELEC1249C 05/04/2003

	Rates	Fringes
LINE CONSTRUCTION (LINEMAN)		

LIGHTING AND TRAFFIC SIGNAL

Including any and all Fiber Optic
Cable necessary for Traffic Signal Systems,

Traffic Monitoring systems and Road Weather
information systems

Lineman & Technician	28.40	8.50+6.5%+a
Groundman Digging Machine Operator	25.56	8.50+6.5%+a
Mechanic	22.72	8.50+6.5%+a
Groundman Truck Driver (tractor trailer unit)	24.14	8.50+6.5%+a
Groundman Truck Driver	22.72	8.50+6.5%+a
Flagman	17.04	8.50+6.5%+a

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249D 05/04/2003

Rates Fringes

LINE CONSTRUCTION:

Substation:

Lineman & Technician	31.27	8.50+7%+a
Cable Splicer	34.40	8.50+7%+a
Groundman digging machine Operator	28.14	8.50+7%+a
Mechanic	25.02	8.50+7%+a
Groundman truck driver (tractor trailer unit)	26.58	8.50+7%+a
Ground man truck driver	25.02	8.50+7%+a
Flagman	18.76	8.50+7%+a

Switching structures; railroad
catenary installation and
maintenance, third rail type
underground fluid or gas filled
transmission conduit and cable
installations (including any and
all fiber optic ground product
by any other name manufactured
for the dual purpose of ground
fault protection and fiber optic
capabilities), pipetype cable
installation and maintenance jobs
or projects, and maintenance
bonding of rails; Pipetype cable
installation

Lineman & Technician	32.56	8.50+7%+a
Cable Splicer	35.82	8.50+7%+a

Groundman Digging Machine Operator	29.30	8.50+7%+a
Mechanic	26.05	8.50+7%+a
Groundman Truck Driver (Tractor-trailer unit)	27.68	8.50+7%+a
Groundman Truck Driver	26.05	8.50+7%+a
Flagman	19.54	8.50+7%+a

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):

Lineman and Technician	31.27	8.50+7%+a
Cable Splicer	31.27	8.50+7%+a
Groundman digging machine operator	28.14	8.50+7%+a
Mechanic	25.02	8.50+7%+a
Groundman truck driver (tractor trailer unit)	26.58	8.50+7%+a
Groundman Truck driver	25.02	8.50+7%+a
Flagman	18.76	8.50+7%+a

Overhead transmission line work (where other trades are or have been involved):

Lineman and Technician	33.79	8.50+7%+a
Cable Splicer	33.79	8.50+7%+a
Groundman digging machine operator	30.41	8.50+7%+a
Mechanic	27.03	8.50+7%+a
Groundman truck driver (tractor trailer unit)	28.72	8.50+7%+a
Groundman truck driver	27.03	8.50+7%+a
Flagman	20.27	8.50+7%+a

TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT

Cable splicer/Central Office Person	23.07	2.80+3%
Installer Repairman-Teledata Lineman/Tecnician-Equipment Operator	21.91	2.80+3%
Groundman	11.61	2.80+3%

TREE TRIMMER	17.85	3.95+3%+b
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FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

ELEC1249Z 05/04/2003

Rates Fringes

COLUMBIA COUNTY

LINE CONSTRUCTION (LINEMAN)

LIGHTING AND TRAFFIC SIGNAL
INCLUDING ANY AND ALL FIBER
OPTIC CABLE NECESSARY FOR THE TRAFFIC
SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS
AND ROAD WEATHER INFORMATION SYSTEMS

Lineman and Technician	29.65	8.50+6.5%+a
Groundman Digging Machine Operator	26.69	8.50+6.5%+a
Mechanic	23.72	8.50+6.5%+a
Groundman Truck Driver (Tractor-trailer unit)	25.20	8.50+6.5%+a
Groundman Truck Driver	23.72	8.50+6.5%+a
Flagman	17.79	8.50+6.5%+a

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEV0035A 07/21/2000

Rates Fringes

Within 5 1/2 mile radius of Albany City Hall (State and Eagle Streets)

ELEVATOR CONSTRUCTOR 25.575 7.195

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ELEV0138D 01/01/2003

	Rates	Fringes
COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)		

ELEVATOR CONSTRUCTOR	37.125	12.325
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ENGI0106A 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY)		
GROUP 1	27.26	13.10+a
GROUP 2	26.83	13.10+a
GROUP 3	25.52	13.10+a
GROUP 4	23.35	13.10+a
GROUP 5	28.44	13.10+a
GROUP 6	27.76	13.10+a
GROUP 7	28.26	13.10+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1:- Boom Truck (over 5 tons) Crane, Cherry Picker (over 5 ton capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane

GROUP 2:- Automated Concrete Spreader (CMI), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe

Excavator Full Swing (CAT 212 or similar type), Belt Placer (CMI type), Black Top Plant (Automated), Boom Truck (5 tons and under) Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Pump (8" or over), Dredge, Dual Drum Paver, Excavator (All Purpose-Hydraulically Operated) (Gradall or Similar), Fork Lift (Factory Rated 15 ft. and Over), Front End Loader (4 c.y. and over), Head Tower (Sauerman or Equal), Hoist (2 or 3 Drum), Holland Loader, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-Type Truck Crane, Truck or Trailer Mounted Log Chipper (Self-Feeder), Tug Operator (Except Manned

Rented Equipment), Tunnel Shovel,

GROUP 3 - Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage-Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 Tons Capacity and Under), Compressors (4 or less) Exceeding 2000 C.F.M. Combined Capacity, Concrete Paver (over 16S), Concrete Pump (Under 8"), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (under 4 c.y.), Hi-Pressure - Boiler (15 lbs. and over), Hoist (One Drum) Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive, Maintenance Engineer/Greaseman/Welder, Mixer (For Stabilized Base Self-Propelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (For Soil Stabilization), Road Widener, Roller (All Above Subgrade), Sea Mule, Self-contained Ride-on-Rock Drill, excluding Air-Track Type Drill, Skidder, Tractor with Dozer and /or pusher, Trencher, Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat.,

GROUP 4 - A-Frame Winch Hoist on Truck, Ballast Regulator (Ride-On), Compressors (4 not to exceed 2000 C.F.M. Combined Capacity; or 3 or less with more than 1200 C.F.M. but not to exceed 2000 C.F.M.), Directional Drill Machine Locator Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of Any Type Of Combination), Concrete Pavement Spreaders and Finishers, Conveyor, Drill Core, Drill Well, Electric Pump Used In Conjunction with Well Point System, Farm Tractor with Accessories, Fine Grade Machine, Fork Lift (under 15 ft.), Grout Pump Gunite Machine, Hammers (Hydraulic-Self-Propelled), Hydra-Spiker (Ride-On), Hydro-Blaster Water, Post Hole Digger and Post Driver, Power Sweeper, Roller (Grade and Fill), Scarifier (Ride-On) Spansaw (Ride-On), Skid Steer loader (Bobcat or similar) Submersible Electric Pump (When Used In Lieu Of Well Point System), Tamper (Ride-On), Tie Extractor (Ride-On), Tie Handler, Tie Insertor (Ride-On), Tie Spacer (Ride-On), Tire Repair, Track Liner, Tractor With Towed Accessories, Vibrator Compactor, Vibro Tamp, Well Point, Aggregate Plant, Boiler (Used In Conjunction With Production), Cement and Bin Operator, Compressors (3 or less not to Exceed 1200 C.F.M. Combined Capacity), Dust Collectors, Generators, Pumps, Welding Machines,

Light Plants (3 or less of Any Type or Combination), Concrete or Mixer (16S and under), Concrete Saw (Self-Propelled), Fireman, Form Tamper, Hydraulic Pump (Jacking System), Light Plants, Mulching Machine, Oiler, Parapet-Concrete or Pavement Grinder, Power Broom (Towed), Power Heaterman, Revinus Widener, Shell Winder, Steam cleaner, Tractor.

GROUP 5 - Master Mechanic

GROUP 6 - Crane Premium with Boom Length and Jib 150 Ft.- 199 Ft.

GROUP 7 - Crane Premium with Boom Length and Jib 200 Ft. and over.

Tower Crane Premium	.50
Hazmat Work Premium	2.50
Hydrographic	.50

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, and Veteran's Day

ENGI0106B 05/01/2002

	Rates	Fringes
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POWER EQUIPMENT OPERATORS (BUILDING):

GROUP 1	23.67	12.15+a
GROUP 2	25.64	12.15+a
GROUP 3	23.64	12.15+a
GROUP 4	23.24	12.15+a
GROUP 5	22.57	12.15+a
GROUP 6		
1	25.99	12.15+a
2	26.34	12.15+a
3	27.14	12.15+a
4	27.64	12.15+a
5	28.14	12.15+a
GROUP 7		
1	26.14	12.15+a
2	27.14	12.15+a
3	27.64	12.15+a
4	28.14	12.15+a
GROUP 8	23.92	12.15+a
GROUP 9	26.17	12.15+a

Hazardous work - Anytime Operating Eningeers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Years Day, Memorial Day, Independence Day

Labor Day, Thanksgiving Day, Christmas Day,

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING)

GROUP 1: Self-contained crawler drill, hydraulic rock drill.

GROUP 2: Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP 3: Shovel, All backhoe (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP 4: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP 5: Fork lift, high lift, lull, Oiler, fireman and heavy-duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

GROUP 6: Boom Length premiums over Group II rates:

1 over 130 ft	.35
2 over 185 ft	.70
3 over 210 ft	1.50
4 over 250 ft	2.00
5 over 295 ft	2.50

GROUP 7: Tower Crane premiums over Group II rates:

1 over 5 stories	.50
2 over 10 stories	1.50
3 over 15 stories	2.00
4 over 20 stories	2.50

GROUP 8: Master mechanic (other than nuclear work)

GROUP 9: Master mechanic on nuclear work

Rates Fringes

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON COUNTIES:

IRONWORKERS:

Structural, Ornamental, Rodman,		
Machinery Mover, Rigger, Fence Erector,		
Reinforcing, Stone Derrickmen	21.15	13.04
Sheeter	21.40	13.04
Sheeter, Buckler-up	21.275	13.04

IRON0440X 05/01/2002

Rates Fringes

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford); MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St. Johnsville):

IRONWORKERS:

Structural, Ornamental, Rodman,		
Machinery Mover, Rigger, Fence		
Erector, Reinforcement, and Stone		
Derrickman	20.90	12.19

LABO0017C 07/01/2002

Rates Fringes

GREENE (Township of Catskill);

LABORERS BUILDING:

GROUP 1	20.30	11.10
GROUP 2	23.55	11.10
GROUP 3	25.35	11.10
GROUP 4	28.10	11.10

LABORERS CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender.

GROUP 2: Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling,

hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured ghpsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking waterproofing, stone and tile setter, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, mettalic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, pre-stressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding

GROUP 3: Forklift for masonry purposes

GROUP 4: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

(Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work)

BUILDING CONSTRUCTION

GROUP 1:	23.55	11.10
GROUP 2:	28.10	11.10

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos, abatement work, toxic and hazardous

abatement, lead abatement work, environmental work.

GREENE COUNTY (Township of Catskill)

LABORERS HEAVY & HIGHWAY:

GROUP 1:	20.20	11.50+a
GROUP 2:	25.60	11.50+a
GROUP 3:	30.20	11.50+a
GROUP 4:	31.20	11.50+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle arm on mulching and seeding machine, all guard rail and fence all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets

for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and

stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and coustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materialsabatement when protective clothing and equipment is not required, power bursh cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stiching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Guniting nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine.

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson)

(Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work)

GROUP 1:	25.60	11.50+a
GROUP 2:	30.20	11.50+a

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective equipment and clothing are not required.

GROUP 2: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

TUNNEL, SHAFT & CASSION WORK

GROUP 1	26.90	11.50+a
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GROUP 2 31.25 11.50+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day,

Independence Day, Labor Day, Election Day, Veterans Day,
Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION WORK CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and
Powderman

GROUP 2: Miner and all machine men, Safety Miner, all shaft work,
casson work, drilling, blow pipe, all air tools, tugger, scaling,
nipper gunniting from pot to nozzle, bit grinder, signal man (top
and bottom), shield driven tunnel, mixed face and soft ground
liner plate tunnel in free air

LABO0035A 07/01/2002

Rates Fringes

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD);
MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND
ST. JOHNSVILLE)

LABORERS BUILDING:

Laborers	17.00	6.19
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind)		
Power Lift (Walk Behind)	17.15	6.19
Wagon Drill Operator	17.40	6.19
Blasters, Form Setters, MotorBuggy Operator (Rider Type)	17.50	6.19
Asbestos Removal	18.50	6.19
Hazardous Waste Removal	19.00	6.19
(Hazardous waste removal includes, wetting,stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, wheather they contain asbestos or not, from mechanical systems)		

HEAVY & HIGHWAY:

GROUP 1:	20.00	8.24+a
GROUP 2:	20.20	8.24+a
GROUP 3:	20.40	8.24+a
GROUP 4:	20.60	8.24+a
GROUP 5:	22.00	8.24+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day
Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin,
Concrete Bootman, Gin Buggy, Hand or Machine Vibrator,

Jackhammer, Mason Tender, Mortor Mixer, Pavement
Breaker, Handlers of all steel mesh, Small generators
for laborers's tools, Installation of bridge drainage
Pipelayers, Vibrator type rollers, Tamper, Drill
doctor, Tail or Screw Operator on asphalt paver,
Water pump operator (1 1/2" and single diaphragm),
Nozzle (aphlat, gunnite, seeding and sand blasting),
Laborers on chain link fence erection, Rock splitter
and power unit, Pusher type concrete saw and all
other gas, electric, oil, and Air tool operators,
Wrecking laborers

GROUP 3: All rock or drilling machine operators (except
quarry master and similar type), Acetylene torch
operators, and Asphalt paver, Powerman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb
setters

GROUP 5: Hazardous waste removal

LABO0157A

LABO0157A 07/01/2002

Rates Fringes

FULTON (Twps. of Bleeker, Mayfield, Northampton, Johnstown,
Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen,
Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day,
Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence,
Greenfield, Wilton, Northumberland, Galway, Milton, Saratoga
Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY
and SCHOHARIE COUNTIES.

LABORERS BUILDING:

GROUP 1	18.73	7.40
GROUP 2	20.08	7.40

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at \$800,000 or less and/or industrial
projects valued at \$100,000 or less, excluding demolition work
(the complete razing of structures) 75% of the basic wage scale
with full benefits will apply

LABORERS HEAVY & HIGHWAY:

GROUP 1:	20.79	7.40+a
GROUP 2:	20.99	7.40+a
GROUP 3:	21.19	7.40+a
GROUP 4:	21.39	7.40+a
GROUP 5:	22.79	7.40+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2") and single diaphragm nozzle (aphlat, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher, type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operator (except quarry master and similar type), acetylene torch operator, and asphalt paver, powerman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190A 05/01/2002

Rates Fringes

ALBANY; RENSSELAER COUNTY, WASHINGTON COUNTY, GREENE COUNTY (except Catskill Township); COLUMBIA (Twps. of Styvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz). SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

LABORERS BUILDING:

GROUP 1	18.31	7.52
GROUP 2	19.66	7.52

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal

Commercial projects vaueled at \$800,000 or less and/or
 industrial projects vaueled at \$100,000 or less
 excluding demolition work, (complete razing of structures) will
 receive 75% of basic wage scale with full fringes will apply

LABO0190C 07/01/2002

Rates Fringes

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport,
 Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz).
 GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO
 COUNTY (Townships of Stillwater, Halfmoon Saratoga)

LABORERS HEAVY & HIGHWAY:

GROUP 1:	20.14	8.00
GROUP 2:	20.34	8.00
GROUP 3:	20.54	8.00
GROUP 4:	20.74	8.00
GROUP 5:	22.14	8.00

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day
 Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATION

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin,
 concrete bootman, gin buggy, hand or machine vibrator,
 jackhammer, mason tender, mortar mixer, pavement
 breaker handlers of all steel mesh, small generators
 for laborers' tools, installation of bridge drainage
 pipelayers, vibrator type rollers, tampers, drill
 doctor, Tail or screw operator on asphalt paver, Water
 pump operator (1 1/2" and Single diaphragm) Nozzle
 (asphalt, gunnite, seeding, and sand blasting)
 Laborers on Chain link fence erection, rock splitter
 and power unit, pusher type concrete saw and all other
 gas, electric, oil, air tool operators, and wrecking
 laborers

GROUP 3: All rock air drilling machine operators (except
 quarry master and similar type), acetylene torch
 Operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb
 setters

GROUP 5: Hazardous waste removal

LABO1000B 06/01/2002

Rates Fringes

COLUMBIA (Twps. of Ancram, Claverack, Clermont, Copake, Galtin,

Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont, Taconic)

LABORERS (BUILDING)

GROUP 1	22.20	12.50+a
GROUP 2	22.70	12.50+a
GROUP 3	24.55	12.50+a

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1 - All Laborers except those listed in Group 2,3 and 4

GROUP 2 - Shop Stewards

GROUP 3 - Forklift Operator, Drillers, Blasters Rakers, Laserbeam

LABO1000E 05/01/2002

Rates Fringes

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

LABORERS (HEAVY & HIGHWAY):

GROUP 1	18.80	12.00+a
GROUP 2	22.56	12.00+a
GROUP 3	22.56	12.00+a
GROUP 4	23.56	12.00+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman.

GROUP 3: Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compact; Gunite and sandblasting; Water pump 2" or under; Nipper; Chucker Asphalt Workers.

GROUP 4: Asphalt raker; Asphalt Screeman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters.

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day,

Veterans Day, November Election Day, Thanksgiving Day, and
Christmas Day

PAIN0009G 05/01/2002

Rates Fringes

Zone #1

Entire counties of ALBANY, FULTON, MONTGOMERY, RENSSELAER,
SCHOHARIE, SCHENECTADY AND SARATOGA

PAINTERS:

Painters, Drywall Finishers,		
Spray, Lead Abatement Workers	21.24	3.05
Structural Steel	22.24	3.05
Bridges	36.27	3.05

ZONE #2

All of WASHINGTON County

PAINTERS:

Painters, Drywall Finishers,		
Spray, Lead Abatement Workers	20.15	4.14
Structural Steel	21.15	4.14
Bridges	35.67	4.14

PAIN0009O 06/01/2002

Rates Fringes

GLAZIERS	19.87	7.11
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PAIN0009S 06/01/2002

Rates Fringes

COLUMBIA AND GREENE COUNTIES

PAINTERS:

Painter/Paperhanger	19.99	11.21
Drywall Finisher	19.99	11.21
Spray Rate	20.99	11.21
Structural Steel	36.49	11.21
Bridges, Swing Stage Boatswain		
Chair, Pick & Cables Over 20 ft	36.49	11.21
Lead Abatement Work	19.99	11.21

PLUM0007A 05/01/2002

Rates Fringes

ALBANY; COLUMBIA; FULTON; GREENE;
MONTGOMERY; RENSSELAER; SCHENECTADY;
SARATOGA (Towns of Charlton, Clifton
Park, Galway, Halfmoon, Milton,

Stillwater and Waterford)

PLUMBER & STEAMFITTER	27.37	8.57
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PLUM0773B 05/01/2002

Rates	Fringes
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SARATOGA (Remainder of County); WASHINGTON COUNTY:

PLUMBERS/STEAMFITTERS	22.20	11.02
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ROOF0203C 05/15/1997

Rates	Fringes
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SCHOHARIE COUNTY:

ROOFERS	17.50	6.76
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ROOF0241A 09/01/2002

Rates	Fringes
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ROOFERS	19.35	7.42
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SFNY0669A 04/01/2003

Rates	Fringes
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SPRINKLER FITTER	28.45	6.10
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SHEE0083A 06/01/2002

Rates	Fringes
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SHEET METAL WORKER	23.54	10.73+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Years's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0294B 05/01/1996

Rates	Fringes
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BUILDING CONSTRUCTION

TRUCK DRIVERS:

GROUP 1	16.42	5.62+a
GROUP 2	16.72	5.62+a

FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle).

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers.

TEAM0294P 07/01/2002

	Rates	Fringes
TRUCK DRIVERS (HEAVY & HIGHWAY)		
GROUP 1	20.12	8.85+a
GROUP 2	20.17	8.85+a
GROUP 3	20.22	8.85+a
GROUP 4	20.37	8.85+a
GROUP 5	20.52	8.85+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman.

GROUP 2: Tandems, batch trucks, mechanics.

GROUP 3: Semi-trailers, low-boy trucks asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck.

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit.

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION